**BRUHAT BENGALURU MAHANAGARA PALIKE**

# TENDER DOCUMENT – KW4

(WORKS COSTING MORE THAN Rs. 100 LAKHS)

**Name of Work:** - Improvements to roads and drains at Kalli bhavi road and surrounding areas in ward no:01 of Yelahanka sub division

Estimate Cost: 100.00 Lakhs

CONTRACTOR



EXECUTIVE ENGINEER
YELAHANKA DIV

**BRUHAT BENGALURU MAHANAGARA PALIKE**

**No: BBMP/EE/YNK.D/E-PMT/05/ 2020-21**

Office of the Executive Engineer
Yelahanka division, Bangalore – 560064
Dated : **03-9-2020**

## INVITATION FOR TENDER (IFT)
**(Short term- Tender Notification)**
**(Two Cover System)**
(Through **GOK e–Procurement Portal** only)

1. The Executive Engineer Yelahanka Division invites tenders on behalf of the commissioner, BBMP, Bengaluru from eligible Tenderers for the construction of works detailed in the table below. The tenderers may submit tenders for works given in the table through e-procurement portal of the Government of Karnataka (viz https://eproc.karnataka.gov.in).The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract **as per standard tender document KW-3 and KW-4.**
2. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document (Minimum of Rs1,00,000/- through e-payment under of the following i.e., online / RTGS / NEFT / OTC and the balance by bank guarantee issued by Nationalized / Scheduled Bank and shall have to be valid for 180 days beyond the validity of the tender)
3. Tenders must be submitted online through e-procurement portal on or before 16.00 hours on 19-**09-2020** and the opening of tenders will be as per the e-procurement portal guidelines.
4. GST Shall be Paid to the tendered amount separately
5. Other details can be seen in the tender documents.

| Sl. No. | Name of the Work | Est. Cost | EMD (Rs. in Lakhs) | Cost of Tender form in Rs. (Non-Refundable) | Period of Completion |
|---|---|---|---|---|---|
| 1 | Construction of additional class rooms and compound wall at Govt. Higher primary school (Bangala school) at Yelahanka old town in Kempegowda ward no:01 | 300.00 | 4.50 | As per e-Procurement Portal | 09 Months (including monsoon) |
| 2 | Development of roads and drains at Maruthinagara 4th main and cross roads Basaveshwaranagara and Shivanahalli surrounding areas in ward no:01 of Yelahanka division (Package no-7) | 400.00 | 6.00 | As per e-Procurement Portal | 06 Months (including monsoon) |

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|---|---|---|---|---|---|
| 3 | Improvements to roads and drains at Kalli bhavi road and surrounding areas in ward no:01 of Yelahanka sub division | 100.00 | 2.00 | As per e-Procurement Portal | 03 Months |
| 4 | Developments of roads and drains at Venkatala, Kenchenahalli, Nagenahalli, Harohalli village and Drilling of borewells and providing pipe line at SC/ST areas in ward no:01 and 02 of Yelahanka Division (Package no:08) | 500.00 | 7.50 | As per e-Procurement Portal | 06 Months (including monsoon) |
| 5 | Comprehensive development of Chowdeshwari layout and surrounding areas in Chowdeshwari ward no:02 | 100.00 | 2.00 | As per e-Procurement Portal | 03 Months |
| 6 | Providing energy efficient LED Street lights Control Switches and wire to Main roads and around Chowdeshwari ward no:02 | 75.00 | 1.50 | As per e-Procurement Portal | 03 Months |
| 7 | Improvements to roads and drains at SC/ST areas in ward no:02 of Yelahanka sub division | 100.00 | 2.00 | As per e-Procurement Portal | 03 Months |
| 8 | Improvements to Asphalting to roads and drains at Best county , Ambabhvaninagara , Ambabhavani layout , Prakruthi layout and surrounding areas in Attur ward no:03 of Yelahanka division (Package-06) | 600.00 | 9.00 | As per e-Procurement Portal | 06 Months (including monsoon) |
| 9 | Providing energy efficient LED Street lights Control Switches and wire to Main roads and around Attur ward no:03 | 125.00 | 1.875 | As per e-Procurement Portal | 03 Months |
| 10 | Improvements to roads and drains at Vishwanagara in ward no:03 of Yelahanka Satellite town sub division | 100.00 | 2.00 | As per e-Procurement Portal | 03 Months |
| 11 | Improvements to roads and drains at Bettahalli Colony in ward no:03 of Yelahanka satellite town sub division | 100.00 | 2.00 | As per e-Procurement Portal | 03 Months |
| 12 | Construction of CC roads in 4$^{th}$ phase and surrounding areas in ward no-3 | 100.00 | 2.00 | As per e-Procurement Portal | 03 Months |
| 13 | Developments of roads and drains at Attur, Ananthapura, 3$^{rd}$ phase Sanitary core areas and Drilling of borewells and providing pipe line at SC/ST areas in ward no:03 and 04 of Yelahanka Division (Package no:09) | 500.00 | 7.50 | As per e-Procurement Portal | 06 Months (including monsoon) |
| 14 | Providing multi colour shade lights at parks in ward no:03 and 04 of Yelahanka satellite town sub division | 75.00 | 1.50 | As per e-Procurement Portal | 03 Months |
| 15 | Improvements to roads and drains at GKVK layout and Narayanappa layout in ward no:04 | 99.99 | 2.00 | As per e-Procurement Portal | 03 Months |

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## SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

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## A. General

### 1. Scope of Tender

1.1 **The Executive Engineer, Yelahanka Division, BBMP** (Referred to as Employer in these documents) invites tenders following Two Cover tender procedure, from eligible Tenderers, for the construction of works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

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12.1 Tenders shall remain valid for a period not less than **one hundred eighty (180) days** after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

**13. Earnest money deposit**

13.1 The Tenderer shall furnish, as part of his tender, earnest money deposit (EMD) at the following rates

a) upto Rs.20 Lakhs - 2.5%
b) Rs.20 Lakhs and above upto Rs. 1 crore – 2% subject to a minimum of Rs. 50,000/-
c) Rs.1 crore and above up to Rs.10 crores – 1.5% subject to a minimum of Rs. 2,00,000/-
d) Rs.10 crores and above – 1% subject to a minimum of Rs.15,00,000/-.
e) Fixed Deposit Receipt (FDR) subject to the following condition
- Maturity date of FDRs issued by the Bank should be beyond the date expected date of finalization of the tender.

**Earnest money deposit will have to be in any one of the forms as specified in the Tender document and as per circular PWD:15:ITC:2008/2009 Dated:02-12-2010 (Minimum of Rs.1,00,000/- through e-payment under of the following i.e., online / RTGS / NEFT / OTC and the balance by bank guarantee/FDR issued by Nationalized/Scheduled Bank and shall have to be valid for 90 days beyond the validity of the tender.**

**As per Circular: PWD:15:ITC:2008/2009 Dated:02-12-2010 the Tenderer shall submit the ORIGINAL BG/FDR for Part EMD on or before the Opening of Technical Bid, if failed to submit, the bid will be rejected and the initial amount deposited through e-procurement will be forfeited and further their names will be proposed for Black Listing if resorted repeatedly.**

13.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days **beyond** the validity of the tender.

13.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 13.1 and 13.2 above shall be rejected by the Employer as non-responsive.

13.4 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 12.1.

13.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

13.6 The earnest money deposit may be forfeited:

(a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;

(b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24; or

(c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
  (i) Sign the Agreement; or
  (ii) Furnish the required Security deposit

**14. Format and signing of Tender**

14.1 The Tenderer shall prepare one original and a copy of the documents comprising the Tender as described in Clause 10 of these *Instructions to Tenderers*, and clearly marked **"ORIGINAL"** and **"COPY"** as appropriate. In the event of discrepancy between them, the original shall prevail.

14.2 The original and a copy of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where entries or amendments have been made shall be initialed by the person signing the tender

14.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person signing the Tender.

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18.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 13.

18.5 Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this clause, or included in the original Tender submission.

## E. Tender opening and evaluation

**19. Opening of First Cover of all Tenders and evaluation to determine qualified Tenderers:**

19.1 The Employer will open the First Covers of all the Tenders received (except those received late or withdrawn), including modifications for First Cover made pursuant to Clause 18, in the presence of the Tenderers or their representatives who choose to attend on **21-09-2020 at 16.00 hours** on the date and the place specified in Clause 16. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

19.2 Envelopes marked **"WITHDRAWAL"** shall be opened and read out first. The First Cover of Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 18 shall not be opened.

19.3 The Tenderers names, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening. Late and withdrawn Tenders will be returned unopened to tenders.

19.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 19.3.

19.5 The Second Cover of all the Tenderers including modifications for Second Cover shall be placed in a large cover and securely sealed in the presence of the tenderers or their representatives, who are present and also get the same signed by all those tenderers or their representatives. The large cover shall be kept in safe custody by the Employer.[4]

19.6 The Employer will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.[5]

20.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the Second Cover containing the priced Tenders. The Employer will open the Second Covers of Qualified Tenderers at the appointed time and date in the presence of the Tenders or their representatives who choose to attend. In the event of the specified date of Second Cover opening being declared a holiday for the Employer, the Second Covers will be opened at the appointed time and location on the next working day.

20.2 Envelopes marked **"MODIFICATION FOR SECOND COVER"** shall be opened and the submissions therein read out in appropriate detail.

20.3 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, Tender modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening.

20.4 The Employer shall prepare minutes of the Second Cover Tender opening, including the information disclosed to those present in accordance with Sub-Clause 20.3.

**21. Process to be confidential**

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[4] **Refer GOK circular No. PWD 1359 SO/FC 2001 (P-2) dated 30th June 2003.**

[5] The evaluation of the technical aspects contained in the first cover should be completed within a reasonable period and the time gap between the opening of the first and second cover should be the minimum and in any case not more than 45 days {In exceptional cases, approval of the Secretary to the Government of the concerned Department/Managing Director of the Corporation shall be obtained, where the period is more than 45 days but less than 60 days. If it exceeds 60 days the tenders shall be reinvited.

| | | | | | | |
|---|---|---|---|---|---|---|
| 2016-17 | | | | | | |
| 2017-18 | | | | | | |
| 2018-19 | | | | | | |
| 2019-20 | | | | | | |

1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works:

| Description of Work | Place & State | Contract No. & Date | Name And Address of Employer | Value of Contract (Rs. lakhs) | Stipulated period of completion | Value of works remaining to be completed (Rs. lakhs) Attach Certificates from Engineers –in-Charge | Anticipated date of completion |
|---|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| | | | | | | | |

(B) Works for which Tenders already submitted:

| Description of Work | Place & State | Name and Address of Employer | Estimated value of works (Rs. lakhs) | Stipulated period of completion | Date when decision is expected | Remarks if any |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | | | | | | |

1.6. The following items of equipment are considered essential for successfully carrying out the works. The Tenderer should furnish all the information listed below.

| Item of Equipment | Requirement* | | Owned | Owned and available | | |
|---|---|---|---|---|---|---|
| | No | Capacity | | Number/ Capacity | Age/ condition | Remarks |
| | | | | | | |

1.7 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years;

1.8 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

1.9. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

1.10 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause3.3 (b): Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format as under:

**BANKER'S CERTIFICATE**

This is to certify that M/s. ..... is a reputed company with a good financial standing. If the contract for this work, namely ..... (*name of the work)* is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. ..... to meet the working capital requirements for executing the above contract

Name of the Bank, Senior Bank Manger
with Signature

Address:.....

1.11 Proposals for subcontracting components of works amounting to more than 20% of the contract price.

| Item of Work | Value of Sub-Contract | Identified Sub-Contractor (Name and address) | Experience of similar work (Attach certificates from the respective Employers ) |
|---|---|---|---|
| 1 | 2 | 3 | 4 |

* The item of equipment, required number and capacity should match with those specified in ITT Clause 3.3

(a)

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# SECTION 5: CONDITIONS OF CONTRACT

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21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

**22. Access to the Site**

22.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

**23. Instructions**

23.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

**24. Procedure for resolution of Disputes:**

24.1 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer's decision.

24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer's decision will be final and binding.

24.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

## B. Time Control

**25. Program**

25.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

25.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

**26. Extension of the Intended Completion Date**

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

**27. Delays ordered by the Employer**

27.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

**28. Management meetings**

28.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

28.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

## C. Quality Control

**29. Identifying defects**

29.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect

**48. As built drawings and /or Operating and Maintenance Manuals**

48.1 If "as built" (*Completion drawings*) Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

48.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

**49. Termination**

49.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

49.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) The Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(b) Deleted.

(c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) Deleted.

(e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;

(f) The Contractor does not maintain a security which is required;

(g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

(h) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.
For the purpose of this paragraph : "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

49.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 49.2 above, the Employer shall decide whether the breach is fundamental or not.

49.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

49.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

**50. Payment upon Termination**

50.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

50.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

**51. Property**

51.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

**52. Release from performance**

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5. In the case of the death of a Contractor after executing the agreement / commencement of the work, his legal heir, if an eligible registered Contractor and willing can execute and complete the work at the accepted tender rates irrespective of the cost of the work.
6. The Contractor should produce invoice for procurement of Bitumen, Steel, HDPE ducts, Geo-textile material along with bills. No payments will be made without such invoices.
7. Mix Designs for Concrete and Asphalt work should be got approved by Chief Engineer before commencement of Work.
8. 63/51 mm Double Walled Corrugated HDPE Duct should have the inner layer as silicore marking the duct manufacturer and also size of the duct. The Duct should conform to ISO Certification and the colour of duct should be orange or blue for better identity.
9. The Contractor shall provide One four wheeler along with driver, fuel expenses to Project Engineers in-charge of work to facilitate and co-ordinate the supervision of the work.
10. The Contractor shall establish field lab and field office to facilitate quality assurance of execution of works.
11. The hot mix plant unit should be within the radius of 40km from Vidhanasoudha, Bangalore
12. The availability of hot mix plant and ownership will be ascertained by physical inspection at the time of technical evaluation by the evaluation authority
13. GST Shall be Paid to the Tendered Amount Separately
14. Tenderer should have Registered with EPF and ESI authorities: Certification should be produced at the time of Tendering OR else being entering into the Agreement.

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**Milestone 2 i.e Financial Progress for Rs. 0.57 Crores within 02 Months from the date of work order (66%)**

**Milestone 3 i.e Financial Progress for Rs. 0.87 Crores within 03 Months from the date of work order (100%)**

The Site Possession Date is:[13] **Date of work order** [21]

The Site is located at **Yelahanka Division Limits** [1.1]
and is defined in drawings

The Defects Liability Period is **3 Years** for roads asphalted with both BM/DBM and BC [14]. [31]
The Defects Liability Period is **1 Year** for roads asphalted with only BC [15].
The Defects Liability Period is **1 Year** for civil works

Insurance requirements are as under: [13]

| | Type of Cover | Minimum cover for Insurance[16] |
|---|---|---|
| (i) | Works of Plant and materials | The sum stated in the Agreement plus 20% |
| (ii) | Loss or damage to equipment | Full replacement cost |
| (iii) | Loss or damage to property of Third Party | Full replacement cost |
| (iv) | Personal injury or death insurance<br>(a) for Third Party[17] | |
| | (b) for Contractor's employees or labour | In accordance with the statutory requirements applicable to Karnataka |

Price Adjustment Formula;[18] [40]

R= Value of work as defined in Clause 40.1 of Conditions of Contract.

Adjustment for labour component:

(i) Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:

$V_L = 0.85 \times P_L / 100 \times R \times (L_i - L_o) / L_o$ Where,

$V_L$ = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates for local labour;

$L_o$ = The average consumer price index[19] for industrial workers for Bangalore Centre for the quarter preceding the date of opening of tenders as published by the Labour Bureau, Ministry of Labour, Government of India;

$L_i$ = The average consumer price index for industrial workers for Bangalore Centre for the quarter under consideration as published by Labour Bureau, Ministry of Labour, Government of India

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[13] At the time of preparation of the tender document give the period after the issue of work order, when the site would be made available to the contractor, for example 'one week after the issue of work order'

[14] The period should depend up on the period required for testing of the work. In case of building it could be 12 months (passing of one rainy season); for pipe laying work, tanks, water retaining structures, the time required for testing; for canals, lining works, the passing of one monsoon or running of canal whichever is lower; roads and highways passing of one monsoon (12 months)

[15] The period should depend up on the period required for testing of the work. In case of building it could be 12 months (passing of one rainy season); for pipe laying work, tanks, water retaining structures, the time required for testing; for canals, lining works, the passing of one monsoon or running of canal whichever is lower; roads and highways passing of one monsoon (12 months)

[16] Employer to specify as per requirement. Exclusions if any should also be specified.

[17] Specify an appropriate figure. For normal works it could be Rs.20 lakhs to cover 4 persons @Rs.5 lakhs each.

[18] The Formula has some normal components. It should be changed if need be to suit the nature of the work.

[19] The Index numbers are available in the web site *http://labourbureau.nic.in/indtab.html*



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Maintenance Manuals prepared by alternative agency in case the contractor fails to submit.) [48]

The following events shall also be fundamental breach of the contract: [49.2]

1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC.

The percentage to apply to the value of the work not completed representing the Employer's Additional cost for completing the Works shall be 30 percent (30%) . [50.1]

*(Change if need be. It should be sufficient to get the balance of works completed by alternative agency.)*

## SECTION 7: SPECIFICATIONS

As per specifications mentioned in BOQ

## SECTION 8: DRAWINGS
(Enclosed)

## SECTION 9: BILL OF QUANTITIES

Bruhat Bangalore Mahanagara Palike
Executive Engineer Yelahanka Division

Name of Work: Improvements of Roads and Drains at Kalli Bhavi Road and Surrounding Areas in Ward no-1 of Yelahanka sub Division

Schedule-B

| Item No. | Description | Unit | Quantity | Rate, Rs | |
|---|---|---|---|---|---|
| | | | | In Figures | In Words |
| 1 | KSRRB 300-1. Earthwork excavation by manual means for roads, drains & similar works in ordinary soil excavated surface levelled and sides neatly dressed, the disposed earth to be levelled neatly after breaking of clods complete as per specifications. 8km lead | Cum | 716.96 | | |
| 2 | Filling in foundation with granite/trap broken metal 100mm and down size, with approved sand including hand packing, ramming, watering, including cost of all materials and labour with lead up to 50m and lift 1.5m complete as per specifications. a) 40mm Jelly | Cum | 0.87 | | |
| 3 | b) 20mm Jelly | Cum | 0.87 | | |
| 4 | c) Coarse sand. | Cum | 0.65 | | |
| 5 | d) Fine Sand | Cum | 0.43 | | |
| 6 | e) 12.5mm chips | Cum | 0.65 | | |
| | Supplying, laying and jointing HDPE pipes of specified grade and conforming to IS 4984- 995 with latest amendments and conveyingto work site including loading and unloading at both destinations and rolling and lowering into trenches, laying true to line and jointing of pipes and specials, giving hydraulic test as per relevant ISS with all lead and lifts including encasing the pipe alround to a depth of not less than 15 cms. with soft gravel or selected earth available from the excavation, testing and commissioning. The rate is exclusive of required specials and fittings wherever necessary like saddle Tee, stub ends, flanged sets, bends, reducers etc. complete (Contractor will make his own arrangements for procuring water for | m | 14.40 | | |



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| | | | | | |
|---|---|---|---|---|---|
| 15 | Providing and fixing pre cast solid cement concrete kerb stones made out of CC 1:2:4 with top and bottom width 114 and 165 mm respectively, 400mm high and 450mm in length finished with CM 1:3 plastering and finishing cutting including formwork, curing, including cost of materials, labour charges of machinery, loading and unloading, lead and lift, transportation ete.,complete. As per the direction of Engineer incharge | Nos | 524.00 | | |
| 16 | Painting two coats after filling the surface with synthetic enamel paint in approved shades on new plastered concrete surfaces, with materials, labour complete as per specifications. MORTH Chapter 8 Specification No. KSRRB M800-6 | Sqm | 94.40 | | |
| 17 | KSRRB M200-24. Dismantling of cement concrete pavement by mechanical means using pneumatic tools, breaking to pieces not exceeding 0.02 cum in volume and stock piling at designated locations and disposal of dismantled materials stacking serviceable and unserviceable materials seperately complete as per specifications. Loading and unloading with 8km lead. | Cum | 335.45 | | |
| 18 | Constructing un-reinforced, plain cement concrete for pavements using Grade concrete M30 over a prepared base with OPC coarse aggregate at 0.69 cum, fine aggregates at 0.46 cum,Coarse and fine aggregate conforming to IS:383-2016, with Superplastizer at 3 lts conforming to IS 9103-2008. mixed in a concrete mixer of not less than 0.6 cum capacity and appropriate weigh batcher as per approved mix design, laid in approved fixed side form work (steel channel, laying and fixing of 125 micron thick polythene film, wedges, steel plates including levelling the form work as per drawing). & Spreading the concrete with shovels, rackers compacted using needle, screed and plate vibrator and finished with floaters in a continuous operation including provision of contraction, expansion, construction and longitudinal joints,including groove cutting charges, joint filler, separation membrane of impermiable plastic sheet of 125 micron, sealant primer, joint sealant, admixtures as approved, curing compound, finishing to. | Cum | 201.27 | | |

(1) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITB Clause 11.2 and CC Clause 37.2).

(2) Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.

(3) Where there is a discrepancy between the rate in figures and words, the lower of the two will govern. [ITT Claus

(4) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITT Clause 24.1 (b)]

(5) GST will be paid separately to the Tendered Amount

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## SECTION 10: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To:

..... *[name of Employer]*

..... *[address of Employer]*

WHEREAS ..... *[name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. ..... dated : ..... to execute .....*[name of Contract and brief description of Works]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs. ..... *[amount of guarantee]* [38]_Rupees.....*[in words]*, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ..... *[amount of guarantee]*[39] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

[38] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

[39] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

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